

08/20/2018

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



AUG 20 2018

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

J & B Bounti Enterprises, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 28, 2018

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: MyBrandPromo, Inc.

Internal Address: _____

Street Address: 9620 Die Iman Industrial Drive

City: St. Louis

State: Missouri

Country: USA Zip: 63122

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

D771,443 and D763,628

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Paul M. Denk

Internal Address: _____

Street Address: 763 S. New Ballas Road, Suite 305

City: St. Louis

State: Missouri Zip: 63141

Phone Number: (314) 872-8136

Docket Number: 8276

Email Address: denkpatentlaw@earthlink.net

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 100.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 040731

Authorized User Name Paul M. Denk

08/21/2018 KNGUYEN1 00000029 D771443

9. Signature:

Signature

01 FC:0021

Date

Paul M. Denk

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

100.00 OP
3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Patent Assignment

This Assignment, made entered into as of the 30th day of July, 2018, by and between J & B Bounti Enterprises, LLC, a Missouri Limited Liability Company, having an address at 1049 Arlington Drive, Saint Charles, Missouri, 63303, hereinafter referred to as ASSIGNOR; and, MyBrandPromo, Inc., a Missouri Corporation, with an address at 9620 Die lman Industrial Drive, St. Louis, Missouri, 63122, hereinafter referred to as ASSIGNEE.

Whereas ASSIGNOR is the owner of two United States design patents, Patent No. D771,443, and Patent No. D763,628, both of said patents being upon articles identified as Shot Glass Holders; and ASSIGNOR is herein providing as an assignment of said United States patents to the ASSIGNEE;

Whereas, ASSIGNEE is currently contemplating the purchase of assets from ASSIGNOR, including the assignment of the two aforesaid patents Nos. D771,443 and D763,628, and is seeking to obtain a transfer of the identified patents, along with other assets, from the ASSIGNOR;

Wherefore, the parties enter into the herein Assignment to transfer the identified patents from ASSIGNOR, to ASSIGNEE, as part of the consideration for transfer of assets between said parties.

NOW, THEREFORE, for the value of One Dollar (\$1.00), and for other good and valuable considerations, the receipt of which is hereby acknowledged, ASSIGNOR herein assigns and transfers over to ASSIGNEE, and by these presence does hereby assign all right, title and interest in and to United States Patent No. D771,443, and Patent No. D763,628, to ASSIGNEE, including the inventions covered by these said patents, in addition to any further pending applications or improvements thereon, including any right to any letters patent of the United States and in foreign countries that are pending, or may be filed, on said inventions, and included in the assignment are any divisional, continuation, continuation-in-part patent applications, including any reissue or reexamined patents, the assignments being made to the full term or terms for which the identified patents have issued, or may issue in the future, upon the shown inventions; and the ASSIGNOR authorizes the ASSIGNEE to file any further patent applications in the United States and any and all countries upon the inventions, and any

improvements thereon, that may be made with respect to the patented inventions as transferred herein.

The ASSIGNOR herein authorizes the ASSIGNEE the right to record in the United States Patent Office this Assignment, and to transfer any issued or pending design or letters patent applications upon the foregoing inventions to the ASSIGNEE, as the owner of all right, title and interest therein, in accordance with the terms of this Assignment.

ASSIGNOR hereby represents and warrants that it has the full right to convey the entire right, title and interest in the identified patents, and to the foregoing intellectual property to the ASSIGNEE, and included in the assignment herein, is the right of ASSIGNEE to initiate any litigation for patent infringement that may have heretofore occurred, and to collect on its own any damages that may have been previously incurred as a result of any third party infringements of the patents identified herein.

ASSIGNOR herein further agrees that all patent files relating to the identified patents or applications in this assignment will be conveyed to the ASSIGNEE, and the ASSIGNOR, and its inventors, herein agree to testify in any legal proceedings, and execute all lawful papers including without limitation any further documentation needed in the event of any litigation, or in the further processing of any patent applications upon the identified inventions in the United States and any foreign patent offices where patent protection may be sought upon these inventions and developments.

[Signature Page to Follow]

In testimony whereof, the parties have executed this document on the date indicated in the preamble of this assignment.

ASSIGNOR

J & B BOUNTI ENTERPRISES, LLC

By: [Signature]

Name: William Engels, Member

By: [Signature]

Name: Jamie J. Griffin, Member

STATE OF MISSOURI)

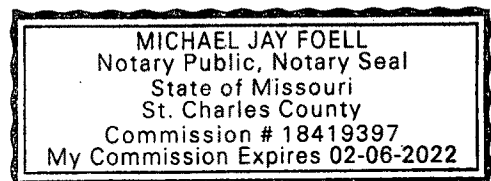
COUNTY OF St. Charles SS:

On this 28th day of July, 2018, before me, a Notary Public, personally appeared William Engels and Jamie J. Griffin, to me known to be the persons named in and who executed the above assignment as the Members of J & B Bounti Enterprises, LLC and acknowledged to me that they executed the same for the uses and purposes therein mentioned, as their own free act and deed.

[Signature]
Notary Public


07-28-18

My Commission Expires: 02-06-2022



ASSIGNEE

MYBRANDPROMO, INC.

By: 
Name: Joseph S. McEuen, Jr., CEO

STATE OF MISSOURI)

) SS:

COUNTY OF St. Louis)

On this 30th day of July, 2018, before me, a Notary Public, personally appeared Joseph S. McEuen, Jr., to me known to be the person named in and who executed the above assignment, as CEO of MyBrandPromo, Inc., and acknowledged to me that he executed the same for the uses and purposes therein mentioned, as his own free act and deed.


Notary Public

My Commission Expires: 10/25/21

